

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

-----x  
GARTH ROGERS,

Plaintiff, Civil Action  
No. 8:18-CV-0986 (GLS/DJS)

-against-

**COMPLAINT**

MILTON BROOKS, a/k/a MILT BROOKS,  
and CCO, INC.,

Jury Trial Demanded

Defendants.  
-----x

Plaintiff, by his attorney MICHAEL J. STRENK, complaining of  
the Defendants, alleges as follows:

**AS A FIRST CAUSE OF ACTION**

1. Plaintiff is a citizen of the State of New York.  
Defendants are citizens of the State of Minnesota. CCO, Inc. is a  
corporation incorporated under the laws of the State of Minnesota  
having its principal place of business in the State of Minnesota.  
The matter in controversy exceeds, exclusive of interest and  
costs, the sum of seventy-five thousand dollars.

2. Defendant Milton Brooks, also known as Milt Brooks, does  
business as CCO, Inc, The Log Furniture Store and Clearwater  
Creek Outfitters.

3. Defendant CCO, Inc. does business as The Log Furniture  
Store and Clearwater Creek Outfitters.

4. Defendant entities herein are so related, organized,  
operated, advertised and controlled by Milton Brooks so as to be  
the instrumentalities or alter egos of Milton Brooks.

5. The causes of action alleged in this complaint arise

from the contracting to supply furniture in the State of New York, the delivery of furniture in the state of New York, the transaction of business and the doing of business in the State of New York by Defendants.

6. On September 17, 2017, Plaintiff entered into an agreement entitled "Price Quote" with Defendants whereby it was agreed that certain furniture would be delivered to 206 Anthony Road, Jay, NY located in Essex County at certain prices (copy of agreement attached as Exhibit "A"). At the time the order was placed, defendant Milton Brooks ("Brooks") agreed that this order would be completed and shipped in approximately two months.

7. On September 29, 2017, Plaintiff paid Defendants the sum of \$36,218.67 by check payable to defendant CCO, Inc., which check was deposited and cleared on October 5, 2017.

8. In early December, 2017, Defendant Brooks told Plaintiff that the items coming from his shop were completed and ready to ship and the balance of the items ordered which were coming from other manufacturers were either completed or nearly completed and, upon payment of the balance of the amount due on the order, the entire order would be shipped right after the new year.

9. On December 12, 2017, Plaintiff paid Defendants the sum of \$36,218.67 by check payable to defendant CCO, Inc., which check was deposited and cleared on December 30, 2017.

10. On or about January 4, 2018, Plaintiff received a

partial shipment of his order a list of which items is attached as Exhibit "B".

11. On or about January 7, 2018, Plaintiff ordered additional furniture in the respective amounts of \$3,520.00 and \$790.00 (orders attached as Exhibit "C") paying for them by credit card. The \$3,520.00 order for bar stools was delivered while the \$790.00 order was not.

12. In and about January 18, 2018, Plaintiff had several conversations with defendant Brooks regarding the order for bar stools and the shipping date for the remainder of the items of furniture ordered. Since that time, notwithstanding numerous demands left with a receptionist, Defendant Brooks has not returned any of Plaintiff's numerous calls regarding delivery of the remaining furniture.

13. Thereafter Plaintiff, by his attorney Michael J. Strenk, made a February 15, 2018 demand for delivery by March 15, 2018 upon penalty of cancellation and a return of monies had and received. On March 16, 2018, a letter was sent canceling the contract and demanding a return of the monies. On April 26, 2018, another letter was sent canceling the contract and demanding a return of the monies (see demand letters attached as Exhibit "D"). Notwithstanding numerous demands that they do so, Defendants have refused to deliver the furniture or return the monies due.

14. By reason of the foregoing, Plaintiff is entitled to a return of monies paid to Defendants in the sum of \$56,874.13 as calculated on the schedule attached as Exhibit "E".

**AS A SECOND CAUSE OF ACTION**

15. Plaintiff repeats and realleges as part of this cause of action each pertinent allegation contained in paragraphs 1 through 14 hereof.

16. In and about September 17, 2017 and in and about December 12, 2017, Defendants made representations to Plaintiff that they would be able to effect delivery of furniture ordered by early January, 2018.

17. The representations made by Defendants regarding delivery of the furniture ordered by Plaintiff were false and in truth, the bulk of the furniture ordered was not within Defendants' power to manufacture or supply and Defendants had no way of knowing whether or not third party manufacturers could make or supply the furniture in accordance with the promised delivery schedule.

18. At the time Defendants made the representations regarding delivery, they were known by Defendants to be false, or were made recklessly without knowing they were true or false, and were made by Defendants with intent to deceive and defraud Plaintiff and to induce him to pay the full price of the furniture purchase in order to maintain Defendants' cash flow.



19. At the time the false representations and statements were made by Defendants, Plaintiff did not know the true facts, but believed them to be true, relied on them and was thereby induced to forgo timely obtaining furniture from other sources.

20. At the time the false representations and statements were made, Plaintiff was reconstructing and furnishing his residence in Jay, NY with a view to operating a part of it as a profit making bed and breakfast.

21. As a result of the false and fraudulent representations of Defendants, and by reason of the foregoing, Plaintiff lost the ability to start operating a bed and breakfast for a significant period of time resulting in losses of \$50,000.00.

**AS A THIRD CAUSE OF ACTION**

22. Plaintiff repeats and realleges as part of this cause of action each pertinent allegation contained in paragraphs 1 through 21 hereof.

23. At all the times herein mentioned Defendants were engaged in the business of selling ready for use when advertised and custom made furniture and are furniture dealers.

24. At all the times herein mentioned Defendants advertised their products on the internet and various other media.

25. As a result of Defendants' advertisements on the internet, on September 17, 2017 and January 7, 2018, Plaintiff entered into contracts with defendant furniture dealers for the

purchase of furniture and became a consumer.

26. Upon information and belief, Defendants' advertisements reach other consumers in New York State and Essex County and around the country who purchase Defendants' products.

27. Upon information and belief, Defendants habitually and frequently accept orders for furniture from consumers with the knowledge that they would be unable to deliver such furniture to consumers in a timely fashion, or with a reckless disregard for their ability to deliver in a timely fashion.

28. Defendants modus operandi has been to change the names under which it does business for the purpose of defeating consumer research which would disclose numerous complaints made against them.

29. Defendants' failure to deliver most of Plaintiff's furniture order to this day and, upon information and belief, the failure to deliver furniture to many other consumers was materially misleading.

30. Defendants' acts in the conduct of their business as herein set forth were unlawful, deceptive and willful and proscribed by the provisions of the General Business Law of the State of New York, Article 22-A, §349, Deceptive acts and practices unlawful, and other provisions of the General Business Law.

31. As a result of the misleading representations made by

Defendants, Plaintiff was compelled to retain an attorney and is due: the sum \$56,874.13, representing the total amount paid to Defendants of \$76,747.34 less the amounts attributable to the delivered furniture of \$19,873.21; the sum of \$50,000.00 from the loss of a bed and breakfast business; interest on the amounts paid to Defendants; a sum equal to three times the actual amount of the damages, not to exceed \$1,000.00; and reasonable attorneys fees in the sum of \$25,000.00.

**AS A FOURTH CAUSE OF ACTION**

32. Plaintiff repeats and realleges as part of this cause of action each pertinent allegation contained in paragraphs 1 through 31 hereof.

33. The conduct of the Defendants was intentional, willful and malicious, in that they deliberately and maliciously engaged in a systematic scheme to obtain payments on furniture orders that they knew could not be delivered in accordance with their agreement with Plaintiff and other consumers in order to maintain and continue the cash flow of their business, entitling Plaintiff to punitive damages in the amount of \$50,000.00 in order to deter them from engaging in similar conduct in the future.

**WHEREFORE**, Plaintiff demands judgment in his favor and against Defendants jointly and severally as follows:

a. On the First Cause of Action in the sum of \$56,874.13;

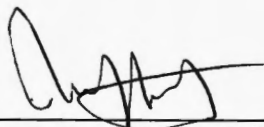
b. On the Second Cause of Action in the sum of \$50,000;

c. On the Third Cause of Action in the sum of \$25,000.00 as reasonable attorney's fees along with the sum of \$1,000.00; and

d. On the Fourth Cause of Action in the sum of \$50,000.00.

Together with the interest, costs and disbursements of this action.

Dated: August 15, 2018



---

MICHAEL J. STRENK (700327)  
Attorney for Plaintiff  
6080 Jericho Turnpike, Ste 217  
Commack, NY 11725-2858  
(631) 499-3833  
attystrenk@verizon.net



**EXHIBIT A**

## CCO Inc.

307 E 6th Street  
Chaska, MN 55318  
(P) 952-448-4110 (F) 952-448-4111  
Toll Free 866-401-8150

Clearwater Creek Outfitters  
Minnesota's Premier Cabin Outfitter!

## Price Quote

Date	Estimate #
9/19/2017	7645

Name / Address
Garth Rogers 17 Lakeland Ave Sayville, NY 11782 631-921-6262 grogers@itidatacom.com

Ship To
206 Anthony Rd Jay, NY 12941

Sales Rep	Terms	Manufacturing Lead Time
MB	Check	Varies

Item	Qty	Description	Each	Total
9999 KSii-KP-EXGN	0 1	Master Bedroom King Snowload Poster Bed - Extra Gnarly Log Upgrade - Beeswax Finish		
us1d1d-EXGN	1	Door & Drawer Nightstand - Half Log - Extra Gnarly Upgrade - Hinge L	1,995.00	1,995.00
us1d1d-EXGN	1	Door & Drawer Nightstand - Half Log - Extra Gnarly Upgrade - Hinge R	1,079.00	1,079.00
CM-EXGN	1	Cheval Mirror - Extra Gnarly Upgrade	1,079.00	1,079.00
9999 B1004I B1204I-P		3rd Floor - BR1	1,149.00	1,149.00
	R1	Queen Barndoor Style Barnwood Bed - Complete	0.00	0.00
	R1	Barnwood 6 Drawer Dresser - Barnwood Legs - Premium Drawer Glides	1,729.00	1,729.00
B11010 B11010			1,519.00	1,519.00
	R1	Open Nightsand - Barnwood - Barnwood Trim	389.00	389.00
	R1	Open Nightsand - Barnwood - Barnwood Trim	296.00	296.00
9999 Queen 6 Drawer Dresser Side Table		3rd Floor - BR2	0.00	0.00
	R1	Queen Dreamcatcher Bed - Weathered Timber	1,249.00	1,249.00
	R1	6 Drawer Dresser (60") - Weathered Timber	1,454.00	1,454.00
	R2	Open Side Table - Weathered Timber	349.00	698.00
9999 AQBE		1st Floor - BR1	2.00	2.00
	R1	'Beartooth Pass' Aspen Queen Bed - Extreme	1,399.99	1,399.99

Prices quoted are good for 30 Days. Special Circumstances may exist for this order concerning deposits required, cancellation and refunds. Conditions of Sale: Special Circumstances apply. Full Priced Quickship / Stock items may be returned within 30 days for a refund minus a 15% restocking fee. Discounted items and items with discounted shipping (Free Shipping) may be returned for In-Store or Website Credit. All sales are final on items made to order (Item with an extended shipping time of more than 3 days). By completing a purchase, you accept these terms. You agree to return any such item to the original point of shipping.

Subtotal

Sales Tax (7.275%)

Total

Accepted

## CCO Inc.

307 E 6th Street  
Chaska, MN 55318  
(P) 952-448-4110 (F) 952-448-4111  
Toll Free 866-401-8150

Clearwater Creek Outfitters  
Minnesota's Premier Cabin Outfitter!

## Price Quote

Date	Estimate #
9/19/2017	7645

Name / Address
Garth Rogers 17 Lakeland Ave Sayville, NY 11782 631-921-6262 grogers@itidatacom.com

Ship To
206 Anthony Rd Jay, NY 12941

Sales Rep	Terms	Manufacturing Lead Time
MB	Check	Varies

Item	Qty	Description	Each	Total
A6D6-E	2	6 Drawer Aspen Dresser - Extreme ~Large 67"W x 22"D x 33"H	1,569.99	1,569.99
A1DN-E	2	'Beartooth Pass' Aspen 1 Drawer Nightstand	299.99	599.98
AMLF3	2	Beartooth Pass Aspen Mirror w/ Log Frame 36" x 30" Mount: Attached	389.00	389.00
ABC4	1	Aspen Blanket Chest	629.00	629.00
A6DC	1	Extreme 6 Drawer Chest	1,419.99	1,419.99
9999	0	1st Floor - BR2	0.00	0.00
MWGCQB	1	Glacier Country Extra Character Queen Log Bed	2,130.00	2,130.00
MWGC9D	1	Glacier Country Collection 9 Drawer Dresser	1,149.00	1,149.00
mwgcddm		Glacier Country Deluxe Mirror	857.99	857.99
MWGCBC	1	Glacier Country Collection Bookcase w/ Storage	857.99	857.99
MWGCBC	1	Glacier Country Blanket Chest	695.00	695.00
MWGCND	2	Glacier Country One Drawer Nightstand w/ Shelf	299.99	599.98
9999		1st Floor - Kid's Room	0.00	0.00
MWTWFM	2	Twin/Futon Bunkbed - Montana Collection - 209 Natural Finish	1,209.025	2,418.05
MWBBNV	1	Montana Collection Twin/Twin Bunk Bed - 209 Natural Finish	1,099.00	1,099.00
5000 Futon	1	5000 Innerspring Full Futon Mattress - Peters Cabin	289.00	289.00
5000mattress	1	5000 Innerspring Futon Mattress - Fairbanks Evergreen	289.00	289.00
MWTV	1	Montana TV Center -209 Natural Finish	999.00	999.00
Cloud 9 Twin M...	4	Cloud 9 Twin Deluxe Innerspring Mattress	169.95	679.80

Prices quoted are good for 30 Days. Special Circumstances may exist for this order concerning deposits required, cancellation and refunds. Conditions of Sale: Special Circumstances apply. Full Priced Quickship / Stock items may be returned within 30 days for a refund minus a 15% restocking fee. Discounted items and items with discounted shipping (Free Shipping) may be returned for In-Store or Website Credit. All sales are final on items made to order (Item with an extended shipping time of more than 3 days). By completing a purchase, you accept these terms. You agree to return any such item to the original point of shipping.

Subtotal

Sales Tax (7.275%)

Total

Accepted



**CCO Inc.**

307 E 6th Street  
Chaska, MN 55318  
(P) 952-448-4110 (F) 952-448-4111  
Toll Free 866-401-8150

Clearwater Creek Outfitters  
Minnesota's Premier Cabin Outfitter!

**Price Quote**

Date	Estimate #
9/19/2017	7645

Name / Address
Garth Rogers 17 Lakeland Ave Sayville, NY 11782 631-921-6262 grogers@itidatcom.com

Ship To
206 Anthony Rd Jay, NY 12941

Sales Rep	Terms	Manufacturing Lead Time
MB	Check	Varies

Item	Qty	Description	Each	Total
9999		1st Floor - BR4	0.00	0.00
WY-Q-Bed	1	"Wyoming Collection" Barnwood Queen Bed	1,749.99	1,749.99
WY-SDC	1	"Wyoming Collection" Barnwood 5 Drawer Chest	1,582.40	1,582.40
WY-NS1D	2	"Wyoming Collection" Barnwood One Drawer Nightstand - Large	678.00	1,356.00
WY-BC	1	Wyoming Barnwood Blanket Chest	995.00	995.00
9999		1st Floor - BR5	0.00	0.00
RQBE	R 1	'Aromatic' Red Cedar Queen Extreme Bed	1,095.00	1,095.00
R5DC-E	R 1	'Aromatic' Red Cedar 5 Drawer Chest - 1/2 Log Drawer Fronts	1,585.00	1,585.00
RCC4	R 1	'Aromatic' Red Cedar Blanket Chest	629.99	629.99
R1DN	R 2	'Aromatic' Red Cedar 1 Drawer Nightstand	289.99	579.98
A2329-47/57	2	Jackson 2329 Sofa - All Leather L & R sections - 74044 -Revelation Barn Red	5,279.11	10,558.22
A2325	2	A2325 Mason Leather Stationary Recliner -74000 Sophie Copper Leather - No Nail Option	2,520.00	5,040.00
U1988	2	Logan Chair Inclination Cognac w/ Floral Frenzy Cattail (As pictured) - Nails straight across front	2,099.00	4,198.00

Prices quoted are good for 30 Days. Special Circumstances may exist for this order concerning deposits required, cancellation and refunds. Conditions of Sale: Special Circumstances apply. Full Priced Quickship / Stock items may be returned within 30 days for a refund minus a 15% restocking fee. Discounted items and items with discounted shipping (Free Shipping) may be returned for In-Store or Website Credit. All sales are final on items made to order (Item with an extended shipping time of more than 3 days). By completing a purchase, you accept these terms. You agree to return any such item to the original point of shipping.

**Subtotal****Sales Tax (7.275%)****Total**

Accepted



**CCO Inc.**

307 E 6th Street  
 Chaska, MN 55318  
 (P) 952-448-4110 (F) 952-448-4111  
 Toll Free 866-401-8150

Clearwater Creek Outfitters  
 Minnesota's Premier Cabin Outfitter!

**Price Quote**

Date	Estimate #
9/19/2017	7645

Name / Address
Garth Rogers 17 Lakeland Ave Sayville, NY 11782 631-921-6262 grogers@itidatcom.com

Ship To
206 Anthony Rd Jay, NY 12941

Sales Rep	Terms	Manufacturing Lead Time
MB	Check	Varies

Item	Qty	Description	Each	Total
2248-01	2	McKinley Chair ISB, Top & Bottom of seat cushion: GR25 Denali Black Body & Cushion Facing: Colt Coffee NO NAILS CUSTOM CUSHION FEE	1,720.00	3,440.00
2248-01	2	McKinley Chair ISB, Top & Bottom of seat cushion: GR27 Bear Red Body & Cushion Facing: Colt Coffee NO NAILS CUSTOM CUSHION FEE	1,760.00	3,520.00
2248-03	2	McKinley Sofa ISB, Top & Bottom of seat cushion: GR25 Fairbanks Red Body & Cushion Facing: Colt Coffee NO NAILS CUSTOM CUSHION FEE	2,480.00	4,960.00
2248-03	2	McKinley Sofa ISB, Top & Bottom of seat cushion: GR27 Denali Black Body & Cushion Facing: Colt Coffee NO NAILS CUSTOM CUSHION FEE	2,300.00	4,600.00

Prices quoted are good for 30 Days. Special Circumstances may exist for this order concerning deposits required, cancellation and refunds. Conditions of Sale: Special Circumstances apply. Full Priced Quickship / Stock items may be returned within 30 days for a refund minus a 15% restocking fee. Discounted items and items with discounted shipping (Free Shipping) may be returned for In-Store or Website Credit. All sales are final on items made to order (Item with an extended shipping time of more than 3 days). By completing a purchase, you accept these terms. You agree to return any such item to the original point of shipping.

**Subtotal****Sales Tax (7.275%)****Total**

Accepted

**CCO Inc.**

307 E 6th Street  
 Chaska, MN 55318  
 (P) 952-448-4110 (F) 952-448-4111  
 Toll Free 866-401-8150

Clearwater Creek Outfitters  
 Minnesota's Premier Cabin Outfitter!

**Price Quote**

Date	Estimate #
9/19/2017	7645

Name / Address
Garth Rogers 17 Lakeland Ave Sayville, NY 11782 631-921-6262 grogers@itidatcom.com

Ship To
206 Anthony Rd Jay, NY 12941

Sales Rep	Terms	Manufacturing Lead Time
MB	Check	Varies

Item	Qty	Description	Each	Total
WL101	2	Woodland Chair - Natural Bark - Rustic Finish Seat Cushions: Rodeo-01 GR20 Back: Buffalo Plaid-01 GR30 Pillows: Inverness-01 **ARMS CHERRY WOOD**	1,500.00	1,500.00
WL103	2	Woodland Sofa - Natural Bark - Rustic Finish Seat Cushions: Rodeo-01 GR20 Back: Buffalo Plaid-01 GR30 Pillows: Inverness-01 **ARMS CHERRY WOOD**	2,000.00	2,000.00
Discount		Package Discount Includes Free Tailgate Delivery	-7,662.00	-7,662.00

Prices quoted are good for 30 Days. Special Circumstances may exist for this order concerning deposits required, cancellation and refunds. Conditions of Sale: Special Circumstances apply. Full Priced Quickship / Stock items may be returned within 30 days for a refund minus a 15% restocking fee. Discounted items and items with discounted shipping (Free Shipping) may be returned for In-Store or Website Credit. All sales are final on items made to order (Item with an extended shipping time of more than 3 days). By completing a purchase, you accept these terms. You agree to return any such item to the original point of shipping.

<b>Subtotal</b>	\$72,437.34
<b>Sales Tax (7.275%)</b>	\$0.00
<b>Total</b>	\$72,437.34

Accepted

**EXHIBIT B**

## Furniture Delivered 1/4/2018 Exhibit B

1 Queen Barndoor Style Barnwood Bed - Complete	1,729.00
1 Barnwood 6 Drawer Dresser - Barnwood Legs - Premium Drawer	1,519.00
1 Open Nightsand - Barnwood - Barnwood Trim	389.00
1 Open Nightsand - Barnwood - Barnwood Trim	296.00
1 Queen Dreamcatcher Bed - Weathered Timber	1,249.00
1 6 Drawer Dresser (60") - Weathered Timber	1,454.00
2 Open Side Table - Weathered Timber	698.00
1 Beartooth Pass Aspen Queen Bed - Extreme	1,399.99
1 6 Drawer Aspen Dresser - Extreme	
Large 67W x 22"D x 33"H	1,569.99
1 Beartooth Pass Aspen Mirror w/ Log Frame 36" x 30"	389.00
1 Aromatic Red Cedar Queen Extreme Bed	1,095.00
1 Aromatic Red Cedar 5 Drawer Chest - 1/2 Log Drawer Fronts	1,585.00
1 Aromatic Red Cedar Blanket Chest	629.99
2 Aromatic Red Cedar 1 Drawer Nightstand	579.98
.1 Woodland Chair - Natural Bark - Rustic Finish	1,500.00
1 Woodland Sofa - Natural Bark - Rustic Finish	2,000.00
	18,082.95
Less discount	1,729.74
Cost of delivered furniture	16,353.21

Exhibit B



**EXHIBIT C**

**From:** Garth Rogers  
**To:** CCO, Inc. - Chaska, Minnesota  
**Cc:** Garth Rogers  
**Subject:** RE: Order Process  
**Date:** Thursday, January 18, 2018 11:15:11 AM

---

Milt I left you a voicemail yesterday, please change the height of the stools below to 24" although if possible wed really like to have them at 26" but if its not possible 24" will work.

Also id like to follow up with you on the next delivery of our first order and what is going to ship when, please give me a call when you get a moment, thank you.

Best regards,

Garth Rogers, RCDD, RTPM  
Principal Partner  
Infrastructure Technologies Inc  
O 212 801 2016  
F 212 801 2011  
C 631 921 6262  
[grogers@itidatacom.com](mailto:grogers@itidatacom.com)

**From:** CCO, Inc. - Chaska, Minnesota [mailto:orders@thelogfurniturestore.com]  
**Sent:** Sunday, January 07, 2018 1:10 PM  
**To:** Garth Rogers  
**Subject:** Order Process

The Log Furniture Store - Natural Log Furniture!

-----  
Order Number: 319982  
Detailed Invoice: [https://www.thelogfurniturestore.com/account\\_history\\_info.php?order\\_id=319982](https://www.thelogfurniturestore.com/account_history_info.php?order_id=319982)  
Date Ordered: Sunday 07 January, 2018

Products

-----  
8 x Aspen Bar Stool w/ Back (BB24, BB30) = \$3,520.00  
Felt Feet Protect Wood Floors Yes, Add Felt Feet +  
Wood Aspen (shown)  
Size 30" Stools  
Finish Options Urethane Finish all over. +  
-----

Sub-Total: \$3,520.00  
Standard Free Shipping! \$0.00  
Total: \$3,520.00

Delivery Address

-----  
Garth Rogers

206 Anthony Rd  
Jay, NY 12941  
United States  
631 921 6262

Billing Address

-----  
Garth Rogers  
206 Anthony Rd  
Jay, NY 12941  
United States  
631 921 6262

Payment Method

-----  
Credit Card : with CCV

attystrenk@verizon.net

---

**From:** Garth Rogers <grogers@itidatcom.com>  
**Sent:** Tuesday, June 05, 2018 1:40 PM  
**To:** Michael J. Strenk  
**Subject:** Fwd: Order Process

Sincerely,

Garth Rogers

Begin forwarded message:

**From:** "CCO, Inc. - Chaska, Minnesota" <[orders@thelogfurniturestore.com](mailto:orders@thelogfurniturestore.com)>  
**Date:** January 7, 2018 at 12:57:04 PM EST  
**To:** Garth Rogers <[grogers@itidatcom.com](mailto:grogers@itidatcom.com)>  
**Subject:** Order Process

The Log Furniture Store - Natural Log Furniture!

-----  
Order Number: 319981  
Detailed Invoice: [https://www.thelogfurniturestore.com/account\\_history\\_info.php?order\\_id=319981](https://www.thelogfurniturestore.com/account_history_info.php?order_id=319981)  
Date Ordered: Sunday 07 January, 2018

Products

-----  
2 x Hickory Dining Bench (RR\_Hickory Bench) = \$790.00  
-----

Sub-Total: \$790.00  
Total: \$790.00

Delivery Address

-----  
Garth Rogers  
206 Anthony Rd  
Jay, NY 12941  
United States  
631 921 6262

Billing Address

-----  
Garth Rogers  
206 Anthony Rd  
Jay, NY 12941  
United States  
631 921 6262

Payment Method

-----  
Credit Card : with CCV



**EXHIBIT D**

**MICHAEL J. STRENK**  
**ATTORNEY AT LAW**  
6080 Jericho Turnpike, Suite 217  
Commack, NY 11725-2858

(631) 499-3833

February 15, 2018

Milt Brooks  
CCO Inc.  
307 East 6<sup>th</sup> Street  
Chaska, MN 55318

Re: Rogers v Brooks & CCO Inc.

Dear Mr. Brooks:

I represent Garth Rogers in connection with the matter of his purchase of furniture from you evidenced by your price quote dated 9/19/17, Estimate No. 7645. It is going on five months now and most of the furniture has not been delivered in spite of your agreement to deliver and many demands that you do so.

Please be advised that if all of the furniture is not delivered in acceptable condition by March 15, 2018, the contract with Mr. Rogers shall be deemed canceled, in which case demand is hereby made that you return all monies paid to you amounting to the total sum of \$75,957.34.

My client is hopeful that you will implement appropriate priorities to assure that delivery is made by March 15, 2018. Should this not occur, an action will be immediately commenced against you for damages, attorney's fees and, as your actions in this matter are essentially willful (as evidenced by many other complaints of the same nature), punitive damages. My client sincerely hopes that you will effect delivery.


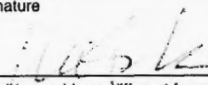
Yours truly,

Michael J. Strenk

MJS:aks

**VIA CERTIFIED MAIL R/R**

Exhibit D

2. Article Number		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9414 7266 9904 2022 9596 06		A. Received by (Please Print Clearly)	B. Date of Delivery
		MILT BROOKS 3/20/18	
		C. Signature	
		X  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
3. Service Type CERTIFIED MAIL®		D. Is delivery address different from item 1? If YES, enter delivery address below:	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1. Article Addressed to:			
CCO Inc. Attn: Milt Brooks 307 East 6 <sup>th</sup> Street Chaska, MN 55318			
		Rogers	
PS Form 3811, January 2005		Domestic Return Receipt	

**MICHAEL J. STRENK**  
**ATTORNEY AT LAW**  
6080 Jericho Turnpike, Suite 217  
Commack, NY 11725-2858

(631) 499-3833

March 16, 2018

Milt Brooks  
CCO Inc.  
307 East 6<sup>th</sup> Street  
Chaska, MN 55318

Re: Rogers v Brooks & CCO Inc.

Dear Mr. Brooks:

Enclosed please find a copy of a letter previously sent to you. Please be advised that the agreement for the purchase of furniture from you by Garth Rogers evidenced by your price quote dated 9/19/17, Estimate No. 7645 is hereby canceled. Demand is hereby made that you return to Garth Rogers all monies paid to you amounting to the total sum of \$75,957.34, failing which an action will be immediately commenced against you for damages, attorney's fees and punitive damages. Payment may be sent to me by funds payable to Garth Rogers.

Yours truly,

Michael J. Strenk

MJS:aks



**MICHAEL J. STRENK**  
**ATTORNEY AT LAW**  
6080 Jericho Turnpike, Suite 217  
Commack, NY 11725-2858

(631) 499-3833

April 26, 2018

Milt Brooks  
CCO Inc.  
307 East 6<sup>th</sup> Street  
Chaska, MN 55318

Re: Rogers v Brooks & CCO Inc.

Dear Mr. Brooks:

Please be advised that the agreement for the purchase of furniture from you by Garth Rogers evidenced by your price quote dated 9/19/17, Estimate No. 7645 is hereby canceled. My client will be purchasing furniture elsewhere. Demand is hereby made that you return to Garth Rogers all monies paid to you amounting to the total sum of \$75,957.34. Please make the check payable to "Garth Rogers" and mail it to me at the above address.

Yours truly,

Michael J. Strenk

MJS:aks

**VIA FEDEX**

**EXHIBIT E**

Amount Due to Plaintiff      Exhibit E

Date	Order No.	Amount Ordered	Amount Delivered
9/19/2017	7645	72,437.34 Exhibit A	16,353.21 Exhibit B
1/7/2018	319982	3,520.00 Exhibit C	3,520.00
1/7/2018	319981	790.00 Exhibit C	
		76,747.34	19,873.21
		Amount due to plaintiff	56,874.13

Exhibit E